



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-6

February 9, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**IRWINDALE AVENUE AT EDNA PLACE  
CITY OF IRWINDALE-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as responsible agency pursuant to the California Environmental Quality Act (CEQA), consider the enclosed Negative Declaration which was prepared and adopted by the City of Irwindale, find that the project to install traffic signals at the intersection of Irwindale Avenue and Edna Place will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County, and approve the Negative Declaration.
2. Approve and instruct the Mayor of the Board to sign the cooperative Agreement with the City of Irwindale for the installation of traffic signals at the intersection of Irwindale Avenue and Edna Place. The Agreement provides for the City to perform the preliminary engineering for the improvements and administer the construction of the project with the City and County to finance their respective shares of the project cost. The total project is currently estimated to be \$410,000, with the City's share being \$240,000 and the County's share being \$170,000. Funding for the County's share is included in the Fiscal Year 2005-06 Road Fund Budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City and the County propose to install traffic signals at the intersection of Irwindale Avenue and Edna Place which is jurisdictionally shared by the County and the City.

Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. This proposal is authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By installing traffic signals at the intersection of Irwindale Avenue and Edna Place, residents of the City and unincorporated area who travel on this street will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$410,000, with the City's share being \$240,000 and the County's share being \$170,000. Funding for the County share of this project is included in the Fiscal Year 2005-06 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement provides for the City to perform the preliminary engineering and administer the construction of the project. Under the terms of the Agreement and following the opening of construction bids, the County is to deposit with the City sufficient County funds to finance its share of the cost of the project, currently estimated to be \$170,000. This amount represents the County's maximum contribution with the City to finance the remaining cost of the project. The County's and City's actual share will be based upon a final accounting after completion of the project.

### **ENVIRONMENTAL DOCUMENTATION**

On January 17, 2006, the City of Irwindale adopted the Negative Declaration for the Irwindale Avenue at Edna Place project and found the project will not have a significant effect on the environmental.

The Honorable Board of Supervisors  
February 9, 2006  
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Under CEQA, the County is a responsible agency whose discretionary approval of the Project is required in order to carry out the project. The recommended finding is in accordance with CEQA and is required prior to your Board's approval of the Agreement.

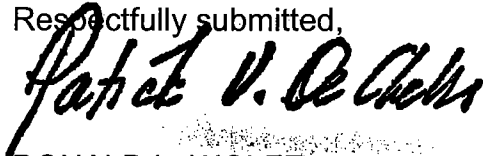
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Irwindale Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

**CONCLUSION**

Enclosed are two copies of the Agreement which have been approved by the City and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

JWY:jhd

C060830

P:\PDPUB\CITY\San Gabriel Valley\IRW\Irwindale @ Edna board letter

Enc.

cc: Chief Administrative Office  
County Counsel

## APPENDIX B

### ENVIRONMENTAL CHECKLIST FORM (To Be Completed by Lead Agency)

#### II. DISCUSSION OF ENVIRONMENTAL EVALUATION

#### III. BACKGROUND

1 Name of Proponent: City of Irwindale  
2 Date of Checklist: 9/26/2005  
3 Agency Requiring Checklist: City of Irwindale  
4 Agency Contact and Phone No: Jose Loera 626/430-2250

#### IV. DETERMINATION

(To be completed by Lead Agency)

On the basis of this initial evaluation:

☒ I find the proposed project COULD NOT HAVE a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.  
☐ I find that although the proposed project COULD HAVE a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project.

A NEGATIVE DECLARATION WILL BE PREPARED.

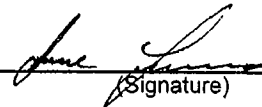
☐ I find the proposed project MAY HAVE a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT IS REQUIRED.  
☐ I find the proposed action MAY HAVE a significant effect on the environment, and a SUBSEQUENT ENVIRONMENTAL IMPACT REPORT is required.  
☐ I find that there IS AVAILABLE for the proposed action additional information concerning environmental impacts, mitigation measures or alternatives identified in the prior Environmental Impact Report will be prepared.  
☐ I find that the proposed action WILL NOT HAVE any significant effect on the environment other than as identified in the prior Environmental Impact Report, and there is no additional information or data available regarding environmental impacts identified in said Environmental Impact Report. Therefore, a NEGATIVE DECLARATION, SUBSEQUENT ENVIRONMENTAL IMPACT REPORT, or a SUPPLEMENT TO ENVIRONMENTAL IMPACT REPORT will not be prepared.

#### CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: 9/26/2005

Jose Loera  
(Print)

  
(Signature)

# APPENDIX B

## ENVIRONMENTAL CHECKLIST FORM

(To Be Completed by Lead Agency)

- 1 Title of Proposal: Traffic Signal Installation at Irwindale Avenue and Edna Place
- 2 Project Address: Irwindale Avenue and Edna Place
- 3 Description of Project: Installation of new traffic signal with left-turn phasing for northbound and southbound traffic at Irwindale Avenue and Edna Place

I. ENVIRONMENTAL IMPACTS (Explanation of all "yes" and "maybe" answers are required on attached sheets.)				ANALYSIS
	YES	MAYBE	NO	
<b>1 Earth. Will the proposal result in:</b>				
a. Unstable earth conditions or in changes in geologic substructures?			X	
b. Disruptions, displacement, compaction or overcovering of the soil?			X	
c. Change in topography or ground surface relief features?			X	
d. The destruction, covering or modification of any unique geologic or physical features?			X	
e. Any increase in wind or water erosion of soils, either on or off the site?			X	
f. Changes in deposition erosion of beach sands or changes in siltation, deposition or erosion which may modify the channel of river or stream or the bed of the ocean or any bay inlet or lake?			X	
g. Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?			X	
<b>2 Air. Will the proposal result in:</b>				
a. Substantial Air emissions or deterioration of ambient air quality?			X	
b. The creation of objectionable odors?			X	
c. Alteration of air movement, moisture or temperature or any change in climate, either locally or regionally?			X	
<b>3 Water. Will the proposal result in:</b>				
a. Changes in current, or the course or direction of water movements in either marine or fresh waters?			X	
b. Changes in absorption rates, drainage patterns, or the rates and amount of surface water runoff?			X	
c. Alterations to the course or flow of flood waters?			X	
d. Change in the amount of surface water in any body?			X	
e. Discharge into surface waters or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or humidity?			X	
f. Alteration of the direction or rate of flow of ground waters?			X	
g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of any aquifer by cuts or excavations?			X	
h. Substantial reduction in the amount of water otherwise available for public water supplies?			X	
i. Exposure of people or property in water related hazards such as flooding or tidal waves?			X	
<b>4 Plant Life. Will the proposal result in:</b>				
a. Change in the diversity of species or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?			X	
b. Reduction of the numbers of any unique, rare or endangered species of plants?			X	

# APPENDIX B

## ENVIRONMENTAL CHECKLIST FORM

(To Be Completed by Lead Agency)

c.	Introduction of new species of plants into areas or in a barrier to the normal replenishment of existing species?			x
d.	Reduction in acreage of any agricultural crop?			x
<b>5</b>	<b>Animal Life. Will the proposal result in:</b>			
a.	Change in the diversity of species or number of any species of animals (birds, land animals including reptiles, fish and shellfish, organisms or insects)?			x
b.	Reduction of the numbers of any unique, rare or endangered species of animals?			x
c.	Introduction of new species of animals into areas or result in a barrier to the migration or movement of animals?			x
d.	Deterioration to existing fish or wildlife habitat.			x
<b>6</b>	<b>Noise. Will the proposal result in:</b>			
a.	Increases in existing noise levels?			x
b.	Exposure of people to adverse noise levels?			x
<b>7</b>	<b>Light and Glare. Will the proposal produce new light or glare?</b>			x
<b>8</b>	<b>Land Use. Will the proposal result in a substantial alteration of the present or planned land use of an area?</b>			x
<b>9</b>	<b>Natural Resources. Will the proposal result in:</b>			
a.	Increase in the rate of use of any natural resources?			x
b.	Substantial depletion of any non-renewable natural resource?			x
<b>10</b>	<b>Risk of Upset. Does the proposal involve a risk of an explosion or the release of hazardous substances (including but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?</b>			x
<b>11</b>	<b>Population. Will the proposal alter the location distribution, density or growth rate of the human population of the area?</b>			x
<b>12</b>	<b>Housing. Will the proposal affect existing housing or create a demand for additional housing?</b>			x
<b>13</b>	<b>Transportation/Circulation. Will the proposal result in:</b>			
a.	Generation of substantial additional vehicular movement?			x
b.	Effects on existing parking facilities or demand for new parking?			x
c.	Substantial impact upon existing transportation systems?			x
d.	Alteration to present patterns of circulation or movement of people and/or goods?			x
e.	Alteration to waterborne, rail or air traffic?			x
f.	Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?			x
<b>14</b>	<b>Public Services: Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:</b>			
a.	Fire Protection?			x
b.	Police Protection?			x
c.	Schools?			x
d.	Parks or other recreational facilities?			x
e.	Maintenance of public facilities, including roads?			x
f.	Other governmental services?			x
<b>15</b>	<b>Energy. Will the proposal result in:</b>			

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## ENVIRONMENTAL CHECKLIST FORM

(To Be Completed by Lead Agency)

a. Use of substantial amounts of fuel or energy?			X
b. Substantial increase in demand upon existing sources of energy, or require the development of new sources of energy?			X
<b>16 Utilities: Will the proposal result in a need for new systems, or substantial alterations to the following utilities:</b>			
a. Power or natural gas?			X
b. Communications systems?			X
c. Water?			X
d. Sewer or septic tanks?			X
e. Storm water drainage?			X
f. Solid waste and disposal?			X
<b>17 Human Health. Will the proposal result in:</b>			
a. Creation of any health hazard or potential health hazard (excluding mental health)?			X
b. Exposure of people to potential health hazards?			X
<b>18 Aesthetics. Will the proposal result in the obstruction of any scenic vista or view open to the public or will the proposal result in the creation of an aesthetically offensive site open to public view?</b>			X
<b>19 Recreation. Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?</b>			X
<b>20 Archeological/Historical. Will the proposal result in an alteration of a significant archeological or historical site, structure, object or building?</b>			X
<b>21 Mandatory Findings of Significance.</b>			
d. Does the project have the potential to degrade the quality of the environment substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X
b. Does the project have the potential to achieve short-term, to the disadvantages of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)			X
c. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)			X
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X

APPENDIX C  
ENVIRONMENTAL QUALITY ACT  
NEGATIVE DECLARATION

Applicant: City of Irwindale

Type of Permit: Public Works Construction

File No: P 80-26

Description and Location of the Proposed Project:

Traffic signal installation at Irwindale Avenue and Edna Place.

I declare that I have examined the plans for the above captioned project as submitted by the applicant, and on the basis of the Environmental Checklist and Information forms (Initial Study – Appendix B), a copy of which is attached hereto, it is my opinion that this project will have no significant effect upon the environment, within the meaning of the Environmental Quality Act of 1970.

The following is a brief statement in support of the determination that the project will have no significant effect on the environment and setting forth the mitigation measures, if any, included in the project to avoid potentially significant effects.

Dated: 9-26-05

Signature: \_\_\_\_\_

Civil Engineer Assistant

Title

Any person may file a protest to the negative declaration with the Public Works Department prior to the issuance of the permit or approval of the project. The protest must be in writing and must state the environmental factors on which the protest is based. The protest shall be reviewed by the City Engineer or his agent.



## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, CITY and COUNTY propose to install traffic signals at the intersection of Irwindale Avenue and Edna Place (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the PRELIMINARY ENGINEERING (as defined below) for PROJECT, at no cost to COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary for the construction of PROJECT; and

WHEREAS, CONSTRUCTION COST OF PROJECT (as defined below) is currently estimated to be Four Hundred Ten Thousand and 00/100 Dollars (\$410,000.00); and

WHEREAS, CITY is willing to finance the first Seventy Thousand and 00/100 Dollars (\$70,000.00) of CONSTRUCTION COST OF PROJECT and fifty percent (50%) of CONSTRUCTION COST OF PROJECT in excess of Seventy Thousand and 00/100 Dollars (\$70,000.00); and

WHEREAS, COUNTY is willing to finance fifty percent (50%) of CONSTRUCTION COST OF PROJECT in excess of Seventy Thousand and 00/100 Dollars (\$70,000.00), up to a maximum amount of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00); and

WHEREAS, if COUNTY'S share of CONSTRUCTION COST OF PROJECT exceeds COUNTY'S maximum contribution of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), CITY shall finance the difference; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the COSTS OF CONSTRUCTION CONTRACT, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "PRELIMINARY ENGINEERING", as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The "COST OF CONSTRUCTION CONTRACT", as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To perform or cause to be performed PRELIMINARY ENGINEERING at CITY expense.
- b. To perform or cause to be performed the construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- c. To finance the first Seventy Thousand and 00/100 Dollars (\$70,000.00) of CONSTRUCTION COST OF PROJECT and fifty percent (50%) of CONSTRUCTION COST OF PROJECT in excess of Seventy Thousand and 00/100 Dollars (\$70,000.00), the actual amount of which shall be determined by a final accounting, pursuant to paragraph (4) b., below.

- d. That if COUNTY'S share of CONSTRUCTION COST OF PROJECT, as set forth in paragraph 3a below, exceeds COUNTY'S maximum contribution of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), CITY shall finance the difference.
- e. Before advertising for construction bids, to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right-of-way, and to construct facilities that are to be maintained by COUNTY.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- h. To furnish COUNTY within sixty (60) calendar days after final acceptance of PROJECT a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities.

(3) COUNTY AGREES:

- a. To finance fifty percent (50%) of CONSTRUCTION COST OF PROJECT in excess of Seventy Thousand and 00/100 Dollars (\$70,000.00) up to a maximum amount of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).
- b. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, sufficient COUNTY funds to finance its share of CONSTRUCTION COST OF PROJECT, currently estimated to be One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00). COUNTY'S actual share shall be determined by a final accounting of CONSTRUCTION COST OF PROJECT, pursuant to paragraph (4) b., below, but will not exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).
- c. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

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- d. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right-of-way, and to construct those facilities that are to be maintained by COUNTY.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 40540 between the COUNTY and CITY.
- b. That if COUNTY'S share of CONSTRUCTION COST OF PROJECT, based upon the final accounting, is less than COUNTY'S payment, as set forth in paragraph (3) b., CITY shall refund the difference to COUNTY. If COUNTY disputes the amount to be refunded, COUNTY may follow the procedure set forth in paragraph (4) c., below.
- c. That COUNTY shall review the final accounting invoice for COST OF PROJECT prepared by CITY and report to CITY in writing any discrepancies within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be deducted from COUNTY'S deposit. CITY shall review all disputed charges and submit a written justification to COUNTY detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY must submit justification to CITY for nonpayment within sixty (60) calendar days after the date of CITY'S written justification. If not, previously disputed charges shall then be deducted from COUNTY'S deposit, and any remaining deposit shall be refunded to the COUNTY within sixty (60) calendar days.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and CITY inspector shall be responsible for proper inspection of the PROJECT, as needed.
- e. CITY is responsible for coordinating with any third parties to obtain additional funding for PROJECT.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a

nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Kwok Tam  
Director of Public Works  
City of Irwindale  
5050 North Irwindale Ave.  
Irwindale, CA 91706-2192

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- i. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32380 between CITY and COUNTY, adopted by the COUNTY Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF IRWINDALE on January 17, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Mayor, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Robert G. Fortner, Jr.  
Deputy

CITY OF IRWINDALE

By Julio Miranda  
City Mayor

ATTEST:

APPROVED AS TO FORM:

By Debra S. Kimbrell  
Deputy City Clerk

By Edna  
City Attorney